

REMARKS

Applicants respectfully request reconsideration of the present U.S. Patent application. Claims 1, 3-5, 7, 8, 10, 13 and 26-32 have been amended. No claims have been canceled. Claims 33 and 34 have been added. Thus, claims 1-10, 13 and 25-34 are pending.

Claim Rejections - 35 U.S.C. § 102

Rejections of Claims 1-6, 8-10, 13 and 25-32 based on *Misra*

Claims 1-6, 8-10, 13 and 25-32 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,189,146 issued to Misra, et al. (*Misra*). For at least the reasons set forth below, Applicants submit that claims 1-6, 8-10, 13 and 25-32 are not anticipated by *Misra*.

Claim 1 recites the following:

generating, on a first computer, a first license for software installed on the first computer, the first license valid for a first predetermined period of time stored on the first computer;

generating, on a second computer, a second license for the installed software, the second license valid for a second predetermined period of time stored on the second computer;

obtaining from the second computer the second license; and
replacing the first license with the second license.

Thus, Applicants claim use of multiple licenses having associated predetermined periods of time for validity. The licenses are generated by the computer on which software is installed. Claim 13 is directed to a computer-readable medium and recites similar limitations.

Misra discloses a software licensing scheme. See Abstract. *Misra* discloses a license generator that creates a license pack containing one or more software licenses.

See col. 2, lines 32-36. The license generator sends the license pack to a license server,

and the license server distributes the license pack to individual clients. See col. 2, lines 52-54; col. 8, lines 35-38; col. 9, lines 29-36. The license pack data structure contains an expiration date field. See col. 9, lines 2-24. *Misra* does not disclose generating, on a computer, a license for software installed on the computer, the license valid for a first predetermined period of time stored on the computer. Therefore, *Misra* does not anticipate the invention as claimed in claims 1 and 13.

Claims 2-6 and 8-10 depend from claim 1. Claims 25-32 depend from claim 13. Because dependent claims include the limitations of the claims from which they depend, Applicants submit that claims 2-6, 8-10 and 25-32 are not anticipated by *Misra* for at least the reasons set forth above.

Claim Rejections - 35 U.S.C. § 103

Rejection of Claim 7 based on *Misra*

Claim 7 was rejected under 35 U.S.C. § 103 as being unpatentable over *Misra*. Claim 7 depends from claim 1. As explained above, *Misra* does not teach or suggest the use of licenses as claimed in claim 1. Therefore, because dependent claims include the limitations of the claims from which they depend, *Misra* does not teach or suggest the invention as claimed in claim 7, regardless of whether or not XML is a useful format for communicating licenses.

CONCLUSION


For at least the foregoing reasons, Applicants submit that the rejections have been overcome. Therefore, claims 1-10, 13 and 25-34 are in condition for allowance and such action is earnestly solicited. The Examiner is respectfully requested to contact the

undersigned by telephone if such contact would further the examination of the present application.

Please charge any shortages and credit any overcharges to our Deposit Account number 02-2666.

Respectfully submitted,
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN, LLP

Date: Nov. 27, 2002



Joseph A. Pugh
Attorney for Applicant
Reg. No. 52,137

12400 Wilshire Boulevard
Seventh Floor
Los Angeles, CA 90025-1026
(503) 684-6200

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to Commissioner of Patents, Washington, D.C. 20231 on:

11.27.02

Date of Deposit
Derek S. Watson

Name of Person Mailing Correspondence
Derek S. Watson 11.27.02

Signature Date

VERSION MARKED TO SHOW CHANGES MADE

1. (Twice Amended) A method comprising:

generating, on a first computer, a first license for software installed on the first computer, the first license valid for a first predetermined period of time stored on the first computer;

generating, on a second computer, a second license for the installed software, the second license valid for a second predetermined period of time stored on the second computer;

obtaining from the second computer the second license; and

replacing the first license with the second license[;

selectively refreshing the second license prior to expiration of the second predetermined period of time].
2. (Unchanged) The method of Claim 1, wherein the first and second licenses each share a unique identifier to associate the first and second licenses with the first computer.
3. (Amended) The method of Claim 1, [wherein] further comprising
digitally signing the first and second licenses [are digitally signed].
4. (Amended) The method of Claim 1, wherein obtaining from the second computer the second license further comprises:

connecting to the second computer,

providing the second computer with at least [some of the data from the] a portion of the first license, and

exchanging [the provided data from] the first license for the second license.

5. (Amended) The method of Claim 4, wherein connecting to the second computer [is performed using a] comprises connecting to the second computer via a communications network.

6. (Unchanged) The method of Claim 5, wherein the communications network is the internet.

7. (Amended) The method of Claim 5, wherein exchanging the first license for the second license includes formatting [the] data from the first license [using XML] according to a set of text processing rules and [exchanging] transmitting the formatted data using [the HTTP] a text transfer protocol.

8. (Twice Amended) The method of Claim 2, wherein replacing the first license with the second license further comprises:

matching the unique identifier of the second license to the unique identifier of the first license, and if [not matched] no matching occurs, discarding the second license without replacing the first license, and

authenticating the digital signature of the second license, and if [not authentic] authentication fails, discarding the second license without replacing the first license.

9. (Unchanged) The method of Claim 1, further comprising verifying whether the replaced license is valid, including determining whether the replaced license has expired.

10. (Amended) The method of Claim 3, wherein digitally [signed] signing the first and second licenses includes applying a message digest algorithm to a portion of the license not including a length of the license or the digital signature, resulting in a message digest, the message digest being further encrypted with a binary key extracted from the unique identifier.

13. (Twice Amended) [A computer-readable] An article of manufacture comprising:

a machine-accessible medium [having computer-executable] including thereon sequences of instructions [for performing] that, when executed, cause an electronic system to:

[generating] generate, on a first computer, a first license for software installed on the first computer, the first license valid for a first predetermined period of time stored on the first computer;

[generating] generate, on a second computer, a second license for the installed software, the second license valid for a second predetermined period of time stored on the second computer;

[obtaining] obtain from the second computer the second license; and

[replacing] replace the first license with the second license[;

selectively refreshing the second license prior to expiration of the second predetermined period of time].

25. (Unchanged) The computer-readable medium of Claim 13, wherein the first and second licenses each share a unique identifier to associate the first and second licenses with the first computer.

26. (Amended) The [computer-readable medium] article of manufacture of Claim 13, [having computer-executable] wherein the machine-accessible medium further comprises sequences of instructions [for performing wherein] that, when executed, cause the electronic system to:

digitally sign the first and second licenses [are digitally signed].

27. (Amended) The [computer-readable medium] article of manufacture of Claim 13, wherein [obtaining] the sequences of instructions that, when executed, cause the electronic system to obtain from the second computer the second license further comprises sequences of instructions that, when executed, cause the electronic system to:

[connecting] connect to the second computer;

[providing] provide the second computer with at least [some of the data from the] a portion of the first license; and

[exchanging the provided data from] exchange the first license for the second license.

28. (Amended) The [computer-readable medium] article of manufacture of Claim 27, wherein [connecting] the sequences of instructions that, when executed, cause the electronic system to connect to the second computer [is performed using] comprise sequences of instructions that, when executed, cause the electronic system to connect to the second computer via a communications network.

29. (Amended) The [computer-readable medium] article of manufacture of Claim 28, wherein the sequences of instructions that, when executed, cause the electronic system to connect to the second computer via the communications network [is] comprise sequences of instructions that, when executed, cause the electronic system to connect to the second computer via the internet.

30. (Amended) The [computer-readable medium] article of manufacture of Claim 25, wherein [replacing] the sequences of instructions that, when executed, cause the electronic system to replace the first license with the second license further [comprises] comprise sequences of instructions that, when executed, cause the electronic system to:

[matching] match the unique identifier of the second license to the unique identifier of the first license, and if [not matched] no match occurs, to [discarding] disconnect the second license without replacing the first license, and

[authenticating] authenticate the digital signature of the second license, and if [not authentic discarding] authentication fails, to discard the second license without replacing the first license.

31. (Amended) The [computer-readable medium] article of manufacture of Claim 13, [further comprising verifying] wherein the machine-accessible medium further comprises sequences of instructions that, when executed, cause the electronic system to verify whether the replaced license is valid, including determining whether the replaced license has expired.

32. (Amended) The [computer-readable medium] article of manufacture of Claim [25] 26 wherein the sequences of instructions that, when executed, cause the electronic system to digitally [signed] sign the first and second licenses includes sequences of instructions that, when executed, cause the electronic system to [applying] apply a message digest algorithm to a portion of the license not including a length of the license or the digital signature, resulting in a message digest, the message digest being further encrypted with a binary key extracted from the unique identifier.

33. (New) The method of claim 1, further comprising:
selectively refreshing the second license prior to expiration of the second predetermined period of time.

34. (New) The article of manufacture of claim 13, wherein the machine-accessible medium further comprises sequences of instructions that, when executed, cause the electronic system to:
selectively refresh the second license prior to expiration of the second predetermined period of time.